

## OPERATION AGREEMENT

This Operation Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the **CITY OF LAKE WALES**, a Florida municipal corporation, hereinafter sometimes referred to as ("City"), and **JUMP FLORIDA SKYDIVING, LLC**, a **Florida limited liability company**, hereinafter sometimes referred to as ("Tenant").

### WITNESSETH

WHEREAS, the City owns the property commonly known as the Lake Wales Municipal Airport located at 450 Airport Road, Lake Wales, Florida; and

WHEREAS, the City of Lake Wales, a Florida Municipal Corporation desires to and has the legal authority to lease facility space within the Airport Administration Building; and

WHEREAS, the Tenant desires to occupy some existing facilities within the Airport Administration Building; and

WHEREAS, the City and Tenant desire to set forth an agreement regarding the lease by the Tenant of the premises and respective rights and obligations of the City and Tenant regarding the use and operations of the premises.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS provided hereby, the parties hereto agree as follows:

1. AGREEMENT. THE CITY owns and operates the airport known as the Lake Wales Municipal Airport. The Tenant will occupy some existing facilities in the Airport Administration Building within the airport. The City and Tenant desire to set forth their agreement regarding the lease by the Tenant of the premises and respective rights and obligations of the City and Tenant regarding the use and operation of the premises. This agreement supersedes all previous Operation Agreements between the City of Lake Wales and Jump Florida Skydiving, LLC.

2. Lease/Rents and Fees Payable to City. Jump Florida Skydiving, LLC, hereby agrees, to the following:

A. Jump Florida Skydiving, LLC, agrees to pay a base rent of **\$3,000.00 per month and an additional space rent of \$355.63 per month** plus applicable tax for the term of this agreement.

B. Jump Florida Skydiving, LLC, during the term of this agreement in which the tenant continues to occupy the Administration Building Space, common utility costs, including electricity and water, and any other applicable utility cost, shall be divided

as follows: **Eighty percent (80%) to Tenant and Twenty percent (20%) to City.**

C. Jump Florida Skydiving, LLC, shall collect and remit to the City a jump fee for each skydiver which takes off from the Airport **ten cents per jump (\$0.10)**. The jump fee shall increase at a rate of **2.5% or the increase in the Consumer Price Index**, whichever is greater, each year on the anniversary of this agreement.

D. Jump Florida Skydiving, LLC, shall pay **twelve cents per gallon (\$0.12)** for fuel over the City's purchase price per gallon for fuel. This will vary per purchase of fuel by the City, therefore, the **Airport Manager** will adjust the cost for Jump Florida Skydiving, LLC, after each fuel purchase made by the City.

3. TERM. The initial term of this Agreement shall be for a period of **thirty-six (36) months** beginning on the Effective Date; or the completed construction of a Corporate Hangar by Jump Florida Skydiving, LLC, at which time the base rent and additional space rent will no longer be due to the City, whichever comes first. All other provisions of this Agreement remain unchanged. This Agreement may be renewed for **two (2) twelve (12) months terms** subsequent to its initial term upon mutual agreement of the parties.

4. TERMINATION. In the event Jump Florida Skydiving, LLC, fails to abide by the terms described herein, the City may terminate this Agreement upon providing thirty (30) days' notice and an opportunity for Jump Florida Skydiving, LLC, to cure said default. In the event the Jump Florida Skydiving, LLC, fails to cure said default within said thirty (30) day time period, the City may elect to terminate this Agreement and take such action as may be authorized by law to seek reimbursement for the remaining unamortized portion of the Lease for the calendar year in which the Agreement is terminated.

Either party may terminate this Agreement for any reason or no reason at all, upon **one hundred eighty (180) days written notice.**

5. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES: Jump Florida Skydiving, LLC, shall indemnify, defend and save City and its elected or appointed officials, agents, and employees harmless against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, cost and expenses (including reasonable attorneys' fees) ("Claims") (whether the same arise out of or in connection with the services, or from any operations under or in connection with this Agreement) to the extent caused by Jump Florida Skydiving, LLC, (or any of its employees), any of its subcontractors (or any employee thereof), or any person, firm or corporation (or any employee thereof) directly or indirectly employed or engaged by Jump Florida Skydiving, LLC.

6. INDEPENDENT CONTRACTOR: Jump Florida Skydiving, LLC, shall perform the terms and conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or

status.

7. NOTICE. ANY notice or other communication required or permitted to be given under this Agreement shall be in writing and mailed (by U.S. certified mail, return receipt requested, postage prepaid), sent by overnight delivery by a nationally recognized overnight courier service, or personally delivered to the parties as follows:

City of Lake Wales

Post Office Box 1320  
Attn: City Manager  
Lake Wales, FL 33859-1320

Jump Florida Skydiving, LLC

Jump Florida Skydiving, LLC  
9002 Paul Buchman Highway  
Plant City, FL 33565

With Copy to:

Jump Florida Skydiving, LLC  
Attn: Tim W. Jones or Pascoal Rodrigues  
P.O. Box 24327  
Lakeland, FL 33802

8. AMENDMENTS OR MODIFICATIONS. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing, signed and executed by both parties with the same formality and equal dignity herewith.

09. PUBLIC RECORDS. Jump Florida Skydiving, LLC, agrees to comply with *Chapter 119 of Florida Statutes*, and to make all of its records open and available to the public for public inspection to the extent of providing the services and payments described in paragraph 2 above. The other activities of the Jump Florida Skydiving, LLC, not covered by this Agreement shall not be subject to the Public Records law.

10. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related thereto. Venue for any action arising out of this Agreement shall lie in Polk County, Florida. In the event of any litigation arising in any way related to this Agreement the parties shall each bear their own respective costs and attorney's fees. The parties, to the fullest extent that they may lawfully do so, hereby waive trial by jury in any action or proceeding brought by any party to this Agreement with respect to this Agreement, or any matter related to this Agreement.

11. SEVERABILITY. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any report, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. ATTACHMENTS AND COUNTERPARTS. This Agreement may be executed in counterparts to be deemed a single Agreement and all attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

13. CODE OF CONDUCT. Jump Florida Skydiving, LLC, reserves the right to remove any participant from its programs or from the airport for failure to abide by the terms of its Code of Conduct.

14. ASSIGNMENT. Neither party shall, without the prior written consent of the other party (which consent shall not be unreasonably withheld, delayed or conditioned), assign this Agreement by operation of law or otherwise, provided that such approved assignment shall not release the assigning party from its liabilities and obligations under this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

**JUMP FLORIDA SKYDIVING, LLC**

By: \_\_\_\_\_  
GP Flight Corporation  
Member Manager, by its President,  
Tim W. Jones

ATTEST:

\_\_\_\_\_

DATED: \_\_\_\_\_, 2021

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged by Tim W. Jones, President and on behalf of GP Flight Corporation, manager-member of **JUMP FLORIDA SKYDIVING, LLC**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires:

**JUMP FLORIDA SKYDIVING, LLC**

By: \_\_\_\_\_  
Mirage Services Corp.  
Member Manager, by its President,  
Pascoal Rodrigues

ATTEST:

\_\_\_\_\_

DATED: \_\_\_\_\_, 2021

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged by Pascoal Rodrigues, President and on behalf of Mirage services, Corp., manager-member of **JUMP FLORIDA SKYDIVING, LLC**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires:

**CITY OF LAKE WALES, FLORIDA**

By: \_\_\_\_\_  
Eugene Fultz, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Nanek, City Clerk

DATED: \_\_\_\_\_, 2021

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged by Eugene Fultz, Mayor and on behalf of the **City of Lake Wales, Florida**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires: